

Hon. Richard A. Jones

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

T-MOBILE USA, INC.,

Plaintiff,

v.

HUAWEI DEVICE USA, INC.,

Defendant.

Cause No. C14-1351RAJ

JURY QUESTION AND THE  
COURT'S RESPONSE

Question from the Jury: *As a matter of clarity regarding jury instructions, Instruction #29, "Actual Damages", Paragraph #1, Line 1 says that "any and all of the four contracts" must be breached in order for consideration of "actual damages". Apparently in conflict, Instruction #15 and Question #6 (Verdict Form) specify that NDA and Clean Room Letter and (Handset and Accessory Supply Agreement) and/or MetroPCS Supply agreement must be breached. In other words, a different standard, which applies?*

Foreperson \_\_\_\_\_


Date and Time: 5/16/17, 1:45pm

*Please clarify.*

1 The Court's Response:

2 The jury may award  
3 actual damages for the  
4 breach of ~~any~~ contract.  
5 (Any)  
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13 DATED this 16th day of May, 2017, at 2:40  
14 a.m./p.m.  
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18 HON. RICHARD A. JONES  
19 United States District Judge  
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